CHATTEL MORTGAGES — RECORDING AND REGISTRY — REMOVAL OF GOODS TO ANOTHER STATE WITH MORTGAGEE'S CONSENT. — A chattel mortgage on property in Arkansas was given to the plaintiff and duly recorded. With the mortgagee's consent the property was moved to Missouri. There the mortgagor, to secure advances, executed a new mortgage to the defendant who took in good faith. Defendant foreclosed, and plaintiff brings replevin. *Held*, that he cannot recover. *Geiser Mfg. Co.* v. *Todd*, 224 S. W. 1006 (Mo. App.).

A chattel mortgage, duly recorded in the state where the chattel was situated, will normally be valid, even as against bona fide purchasers, in any other state to which the property is taken. *National Live Stock Bank* v. *First National Bank*, 203 U. S. 296. *Langworthy* v. *Little*, 12 Cush. (Mass.) 109; see Joseph H. Beale, Progress of the Law, 33 HARV. L. REV. 15, 16. But in most jurisdictions an exception is recognized, as in the principal case, if the mortgagee consented to the removal of the property. *Jones* v. *North Pacific Fish Co.*, 42 Wash. 332, 84 Pac. 1122; *Newsum* v. *Hoffman*, 124 Tenn. 369, 137 S. W. 490. Some jurisdictions, however, refuse to recognize this exception, and give effect to the mortgage regardless of assent to removal. *Cobb* v. *Buswell*, 37 Vt. 337; see *Greenville Bank* v. *Evans-Snyder-Buel Co.*, 9 Okla. 353, 60 Pac. 249. On the other hand, there are a few states which go to the opposite extreme, and refuse to give effect to the recording, even though the property was removed from the state of record without the mortgagee's knowledge. *Allison* v. *Teeters*, 176 Mich. 216, 142 N. W. 340; *Bank* v. *Carr*, 15 Pa. Super. 346. As a practical matter the Missouri court would seem to have chosen wisely in adopting the distinction taken by the weight of authority.

CONFLICT OF LAWS — RECOGNITION OF FOREIGN JUDGMENT — RATE OF INTEREST. — The plaintiff applied in Victoria for leave to issue execution on a judgment obtained in New Zealand, and furthermore claimed interest on the judgment according to the legal rate for New Zealand judgments. *Held*, that the claim be disallowed. *Cathie* v. *Bond*, [1920] Vict. L. R. 398.

This case raises the question whether in a suit on a foreign judgment interest on that judgment shall be computed according to the law of the forum, or of the place of the original judgment. Some jurisdictions consider such interest as part of the remedy, and therefore governed, both as to its allowance and rate, by the law of the forum. *Hopkins* v. *Shepard*, 129 Mass. 600; *Shickle* v. *Watts*, 94 Mo. 410, 7 S. W. 274; *Wells Fargo & Co.* v. *Davis*, 105 N. Y. 670, 12 N. E. 42. Other courts apply the law of the forum, unless it is shown that the foreign jurisdiction provides a rate of interest. See *David* v. *Porter*, 51 Ia. 254, 256, 1 N. W. 528, 530; *Reynolds* v. *Powers*, 96 Ky. 481, 485, 29 S. W. 299, 299. Finally, the rule in many states, and the one most consonant with the principle that damages are a matter of substantive law, is that interest is calculated according to the law of the place of the first judgment. *Hudson* v. *Daily*, 13 Ala. 722; *Cavender* v. *Guild*, 4 Cal. 250; *Britton* v. *Chamberlain*, 234 Ill. 246, 84 N. E. 895. The liability resulting from the defendant's failure to pay the judgment should be reckoned according to interest laws of the jurisdiction where that judgment was rendered. *Cf.* STORY, CONFLICT OF LAWS, 5 ed., § 307. The principal case repudiates this view. The result is supportable, if at all, on the basis of a local statute. See 6 GEO. V, ACTS OF PARL., VICTORIA, No. 2733, § 186.

CONSTITUTIONAL LAW — IMPAIRMENT OF THE OBLIGATION OF CONTRACTS — REPEAL OF TAX EXEMPTION STATUTE. — At the solicitation of the relator and the city of Troy, the New York legislature in 1853 passed an act providing that for the purposes of taxation the property of the relator should be estimated and assessed at the amount of its capital stock, and no more. This act